

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

## SECTION L

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****TABLE OF CONTENTS**

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**SECTION L****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 1999)**

- (a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
- (i) addressed to the office specified in the solicitation, and

- (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show—
  - (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
  - (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) Any proposal, modification, revision, or withdrawal received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

- 1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - 2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - 3) It is the only proposal received.
- (ii) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

- (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:
- (1) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];” and
  - (2) Mark each sheet of data it wishes to restrict with the following legend:

”Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
  - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
  - (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.



- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other Offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful Offeror;
  - (ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

## **L.2 PROPOSAL PREPARATION INSTRUCTIONS--GENERAL**

- (a) Offerors are expected to be sufficiently knowledgeable of the missions and administrative procedures of the Office of Civilian Radioactive Waste Management Program and DOE Departmental administrative procedures to adequately prepare their offers and other proposal information to be submitted under this solicitation. Information relating to operational philosophy, strategic plans and technical programs is available from various documents on the Internet as referenced in Section L, Attachment A. Section C contains the Statement of Work for the Office of Civilian Radioactive Waste Program that the Offeror will be proposing to plan, manage and integrate.
- (b) The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer. The entity may be a corporation, a joint venture, a limited liability corporation, or other legal entity. The entity may be preexisting or newly formed for the purpose of competing for this contract. However, the work performed by the Offeror shall be conducted by a separate corporate entity from its parent corporation(s) that will be totally responsible for all contract activities (See Section H.28).
- (c) The Offeror must include full, accurate, and complete information on each of the participating firms as well as on the separate corporate entity itself.
- (d) This solicitation requires Offerors to submit written information and to submit part of its proposal through interviews.

- (e) No classified information shall be included in the Offeror's written information or the Offeror's interviews.
- (f) This solicitation requires Offerors to submit three volumes of written information as follows:

**Volume I – The Offer – Three Signed Originals**

**Volume II – Proposal Information – Original and 15 Copies (Place past performance information in a separate binder)**

**Volume III – Cost Evaluation Information – Original and 7 Copies**

- (g) Maximum Page Limitations. There is no page limitation for the Offer (Volume I) or the Cost Evaluation Information (Volume III). The written information submitted for the Management, Integration and Technical portion (Volume II) shall not exceed a total of 200 pages subject to the following page limitations:
  - (1) Management and Integration and Technical Approach (FACTORS 1 and 2) shall not exceed a combined page count of 140.
  - (2) Key Personnel resumes shall not exceed three pages for each resume.
  - (3) Transition Plan shall not exceed 15 pages.
  - (4) Experience and Past Performance Information (Paragraph L.4 (e) 2 and 3) shall have no page limit.
  - (5) Executive Summary and Transmittal Letter shall have a five page limit.
- (h) Page Formatting and Restrictions. The following page formatting and restrictions shall apply:
  - (1) Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that described in the text below can be used for this information, however, other text reductions are unacceptable. When both sides of a sheet display printed material, they will be counted as two (2) pages.

- (2) Graphs, tables and spreadsheets where necessary must be 8 point or larger font type. All other text shall be typed using 12 point (or larger), single spaced, using a Times New Roman font type.
  - (3) Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume and each side (front or back) of a foldout is considered two pages for purposes of determining the number of pages. When both sides (front and back) of a foldout display contain printed material, they will be counted as four (4) pages. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.
  - (4) Proposal information in Volume II will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitations.
  - (5) Tables of Contents, Lists of Figures, dividers, tabs or similar inserts that do not provide any substantive information are not counted as a page.
- (i) In addition to the paper copies of the proposals requested in Paragraph (b) above, each Offeror shall provide the information in Volumes I, II, and III on CD-ROM. The 200-page limitation for Volume II applies to the CD-ROM submission. Not all information in Volume III needs to be on CD-ROM. Information such as financial statements, resumes, or material obtained from third parties or previously prepared is not required to be on CD-ROM.

Information provided shall comply with the following specifications:

- (1) Text must be provided in Corel WordPerfect Version 8 or a lower version of WordPerfect or Microsoft Word 97 Version SR-2, using 12-point Times New Roman font.
- (2) If used, spreadsheets should be provided in Excel, Version 5; however, Lotus 1, 2, 3, Version 2, will be accepted.
- (3) Photographs, drawings, and maps can be included on the CD-ROM.
- (4) File organization on the CD-ROM should be referenced to the RFP. In addition, at a minimum, the Offeror shall provide hyperlinking from the Table of Contents to the proposal sections.
- (5) Include the name and phone number of a point-of-contact who can assist with technical questions/problems with the CD-ROM.

If the proposal was prepared using other application programs and converted to satisfy the requirement for the CD-ROM, please verify that the conversion is both machine readable and printable from the information on the CD-ROM.

The Offeror shall provide one copy of the CD-ROM with their proposals.

### **L.3 PROPOSAL PREPARATION INSTRUCTIONS -- VOLUME I, THE OFFER**

Volume I, The Offer, consists of the actual offer to enter into a contract to perform the desired work and includes the items identified in paragraphs (a) through (g) in the order listed.

- (a) The Offeror shall provide the administrative information, as required by L.1(c)(2) as the first page of Volume I.
- (b) The Offeror shall submit a fully completed and executed Standard Form (SF) 33. Section A of this solicitation contains a Standard Form 33 for the contract to be awarded under this solicitation. Offerors must submit three original signed copies of the SF 33 documents which are fully compliant with the requirements of this solicitation provision L.3.
  - (1) The person signing the SF 33s must have the authority to commit the Offeror to all of the provisions of the resulting contract (See L.17), fully recognizing that the Government intends to make an award without discussion. Whenever the words “Solicitation No. DE-RP08-00NV12101” or “RFP No. DE-RP08-00NV12101” appear in the resulting contract of this solicitation, they shall be deemed to read “Contract No. DE-AC08-00NV12101” in the signed contract for management and operation of the Office of Civilian Radioactive Waste Program.
  - (2) In Block 14 of all SF 33s, the Offeror must acknowledge receipt of all amendments to this solicitation as required by L.1, FAR 52.215-1, “Instructions to Offerors – Competitive Acquisition (NOV 1999).”
  - (3) By signing and submitting the SF 33, the Offeror commits to accept the resulting contract (See L.17) as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract will make the offer unacceptable for award without discussions.
- (c) The Offeror shall submit fully completed and executed Section K, Representations, Certifications, and Other Statements of Offerors.

- (d) The Offeror shall submit a fully completed and executed Performance Guarantee Agreement, (See L.32, “Guarantee of Performance”). This Agreement will become part of the resulting contract as an Attachment to Section J. The Offeror shall submit the last three annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement.
- (e) The Offeror shall submit a complete Listing of Key Personnel (see Section L, Attachment B). This listing will become part of the contract as an Attachment to Section J.
- (f) The Offeror shall submit a Small Business Subcontracting Plan, which contains all the elements required by the Contract Clause entitled “Small Business Subcontracting Plan.” Section L, Attachment C provides a Model Subcontracting Plan Outline and instructions for preparing the Plan. The Small Business Subcontracting Plan must be approved by the Contracting Officer prior to contract award.

The DOE’s small business goals for prime contractors are as follows: 46 percent of their subcontracting base for awards to small business firms; 12 percent to small disadvantaged business including 8(a); 5 percent to women-owned small businesses; and 1.5 percent to HUBZone businesses.

- (g) The Offeror shall submit their Small Business Participation Program targets.
- (h) A statement that provides that the Offeror meets the qualification factors contained in Section M entitled, “Qualification Factors.” Proposals not meeting these qualification factors will not be further evaluated.

#### **L.4 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, MANAGEMENT, INTEGRATION AND TECHNICAL PROPOSAL INFORMATION**

The Management, Integration, and Technical Proposal (hereinafter referred to as the Technical Proposal) consists of the Offeror’s discussion addressing the technical and management aspects of the acquisition, the capabilities of the Offeror and how the Offeror will satisfy the requirements of the Statement of Work in an NRC licensing environment. Because the Waste Acceptance and National Transportation functions described in Sections C2.18.0 and C2.19.0 respectively of the Statement of Work may not be required under this contract, the proposal will not be evaluated on how those functions would be accomplished. However, as described in Section C2.4.0 of the Statement of Work, Program Integration Functions, the Offeror will be required to integrate the Waste Acceptance and National Transportation functions. The Offeror’s management and integration, technical approach, key personnel, transition plan, and experience and past performance will be evaluated. The proposal should be practical

and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Offeror will do to satisfy the requirements of the Statement of Work, with special emphasis on accomplishing the following Program Milestones:

- Secretarial Decision Whether to Recommend Site  
to President . . . . . July 2001
- DOE submits License Application to NRC . . . . . March 2002
- License Application Passes NRC Acceptance Review .. June 2002
- Receive NRC Construction Authorization . . . . . March 2005
- Update License Application to NRC . . . . . April 2008
- Acquire License to Receive and Possess Waste. . . . . March 2010

The Contractor shall provide the technical products and support necessary for successful milestone completion.

In order that the Technical Proposal may be evaluated strictly on the merits of the material submitted, no contractual cost information is to be included in the Technical Proposal.

Information to be provided by the Offeror in the Management and Integration, Technical Approach, Key Personnel Interviews and Resumes, Transition Plan, and Experience and Past Performance discussion should include, but is not limited to, the following data.

(a) MANAGEMENT AND INTEGRATION

The Offeror shall provide a written description that will demonstrate the Offeror's proposed management approach to effectively and efficiently manage the Program as defined in Statement of Work in Section C of the RFP, and the use of resources. The processes and strategies should reflect the ability to perform these tasks in a nuclear licensing environment. The Offeror shall address the following:

- (1) Describe the Offeror's approach to effectively manage the Program Statement of Work, of multiple organization entities (e.g., subcontractors and/or teammates, other primes, National Laboratories) through planned and unplanned Program transitions that may be precipitated by annual budget volatility, regulatory change or Congressional mandate. The overall approach description should demonstrate the Offeror's understanding of the implementation risks associated with its management and integration approach, methods for timely risk identification, and methods for mitigating such risks. The comprehensive description of the approach should address, at a minimum; the organizational, management and out source contracting structure and how that structure may change over the performance period, including outsourcing capability and identification of work, activities or functions which would be fixed price; the Offeror's proposed teaming arrangements (if any), subcontracting structure, management practices to enhance operational efficiency and

commitment to performance-based incentives including suggested areas for additional performance-based incentives; the project control systems; the baseline verification approach and baseline change control system; information sharing throughout the organization; and establishing common organizational goals and priorities. Copies of teaming and/or subcontract agreements (including fee arrangements), if any, for those organizations that will be part of the Offer, shall be included as an attachment to the approach. Copies of the agreements are not included in the page limitation.

The Offeror shall provide a description of the hierarchy of functions and key positions within the organization to accomplish all aspects of the Statement of Work. The description, at a minimum, is to address: how the proposed organization will positively effect information sharing, establish common goals, sponsor change, transform experience into knowledge, establish a vital and healthy organizational culture. In addition, the Offeror will provide information on how the key positions will function for the first three years of the contract performance period, then how it will change or evolve in both organizational structure and key positions to accommodate the evolution of the project over time.

The Offeror shall describe its approach to promoting diversity in its workforce (e.g., recruitment, outreach activities), and how its proposed management team and proposed key personnel reflect that approach. The Contract resulting from this solicitation will require the Contractor to develop and submit a Diversity Plan (See Section I, Contract Clause DEAR 970.5204-81, entitled, "Diversity Plan") which will serve as a management vehicle for promoting and using talents and capabilities of a diverse workforce.

- (2) Describe the Offeror's approach to integrate line management in the conduct of Environmental, Safety & Health (ES&H) activities including, but not limited to, the following:

Describe the Offeror's approach to maintain and improve implementation of the Integrated Safety Management System (ISMS), as required by DEAR 970.5204-2, Integration of Environment, Safety and Health into Work Planning and Execution.

Describe the Offeror's core ES&H competencies (e.g., Criticality Safety, Occupational Medicine, Radiation Protection, Industrial Safety, Environmental Compliance, etc.) and how these will be used to provide feedback on the adequacy of controls in planning and executing work.

Describe the Offeror's ES&H strategy including how workers are involved in the planning and implementation of ES&H activities, and how it will be

applied to subcontractors, and how the Offeror will conduct self-assessments to find and fix problems.

- (3) The Offeror shall describe its approach to providing integrated business management and support functions (e.g., procurement, budget, training, human resources, legal, information resources, labor relations, management controls, safeguards and security, property, transportation, public affairs, external communications, internal audit, and financial and accounting services). The Offeror shall also describe its approach to achieve small, small disadvantaged, historically under utilized business zone (HUBZone), and women-owned small business goals and small disadvantaged business program participation targets.

(b) TECHNICAL APPROACH

The Offeror shall provide a written description that will demonstrate the Offeror's proposed approach and bases for managing the technical functions of the Program in an effective and efficient manner by addressing the following specific items:

- (1) Describe the Offeror's approach to effectively manage the technical work scope, as presented in the Statement of Work. The overall approach description should demonstrate the Offeror's understanding of the technical Program, implementation risks and opportunities, methods for timely risk identification, and methods for mitigating such risks. The comprehensive description of the approach is to address, as a minimum; the OCRWM Program Plan, the Repository Safety Strategy and associated repository safety case; the License Application; the OCRWM Management Plan for the Preparation of a License Application, and the Technical Guidance Document for License Application; meeting the major milestones with an evolving design; and demonstrating reasonable assurance for the protection of the health and safety of the public that the proposed repository system will meet all regulatory requirements for an NRC license.
- (2) Based on the DOE Quality Assurance Requirements Description, describe the Offeror's approach to providing the Quality Assurance Functions stated in the Statement of Work, including a graded quality assurance approach to ensure that the technical products will be generated in full compliance with the Office of Civilian Radioactive Waste Management (OCRWM) Quality Assurance Requirements and Description (QARD) document requirements. Provide a description of the Offeror's approach in creating and maintaining a nuclear regulatory culture based on the following principals: strict and literal procedural compliance; attention to details; commitment to excellence; personal accountability; self assessment; continuous improvement; prevention of complacency; inherent questioning attitude; teamwork, communication and



collaboration; regular critical reviews of work; and a sound infra structure which provides efficient procedures for the timely accomplishment of routine processes and activities.

(c) KEY PERSONNEL INTERVIEWS AND RESUMÉS

The Offeror shall provide information on proposed Key Personnel. The information should also provide the rationale for the proposed designated Key Personnel.

- (1) Members of the Offeror's key personnel team shall be interviewed by the Source Evaluation Board. During the interviews, the Source Evaluation Board will query the interviewee(s) regarding their understanding of and ability to accomplish the requirements of the Statement of Work. The interviews will be composed of a two-hour group interview with all key personnel who are present; a one hour interview with the Offeror's proposed General Manager, or equivalent position; and separate half-hour interviews with three of the Offeror's key personnel of the Offeror's choosing. Oral interviews will not constitute "discussions" as defined in FAR Part 15, nor will they obligate the Government to conduct discussions or solicit or entertain any revisions to the offer. Section L. 6 contains schedule and format information for the oral interviews.
- (3) The Offeror's resumés shall describe the relevant education, training, accomplishments, and experience of Key Personnel and how that information relates to the Statement of Work. Proposed Key Personnel resumés shall address specific information on education and training, accomplishments and experience relevant to the proposed position. Each resumé shall follow the format shown in Section L, Attachment D. In addition, each resumé shall be no longer than three pages in length. Offerors are advised that the Government may contact any or all references in the resumé and third parties. DOE reserves the right to use any information received as part of its evaluation of the management team.

(d) TRANSITION PLAN

The Offeror shall provide a written transition plan that describes the Offeror's approach for accomplishing the major near term activities identified in the Statement of Work following the transition period. In addition, describe the managerial, administrative and operational tasks necessary to maintain momentum of the program during the transition period and into the performance of the contract.

The Offeror shall provide, in the narrative discussion, the basis or rationale for the proposed transition plan and its key elements, and why the Offeror believes the transition plan is appropriate to meet the needs of the program. The transition plan

shall describe all key functional activities and will provide an integrated schedule for providing a smooth and orderly transition from the current contract, and address the effective management of personnel. The plan shall identify key milestones, issues, and risks associated with the transition and proposed resolution of transition barriers.

The Offeror will accept the Program baseline documentation at the expiration of the incumbent's contract. The Offeror's transition plan shall address the review of the baseline documentation for continued implementation and enhancement.

It is anticipated that all hardware and software utilized by the incumbent contractor will transition to the selected Offeror at the end of the transition period. If for some reason there is some hardware and/or software that cannot transition to the selected Offeror, the RFP will be amended.

(e) EXPERIENCE AND PAST PERFORMANCE

For purposes of this subsection, the Offeror may submit information, and the Government will evaluate, the experience and past performance of an "Offeror" (see L.2 (b)), a parent organization(s) which has signed the "Performance Guarantee Agreement" (see L.32), and in the case of a Contractor "teaming arrangement," as defined in Federal Acquisition Regulation 9.601, the members of the Offeror's team.

- (1) The Offeror shall describe its relevant experience in accomplishing efforts relevant to those described in the Statement of Work including quality assurance, test, design, licensing, and ES&H activities. The description should be relevant to: the Statement of Work in type, duration, scope, complexity, dollar value and risk; noteworthy management initiatives leading toward diversity in its management team and workforce, operational excellence, especially related to ES&H; managing regulatory compliance programs and regulatory interfaces; experience in dealing with unique technical challenges and technology issues; and, recognized accomplishments, awards, professional licenses, and certifications. To the extent that the experience relates to a parent organization or a "team member," the Offeror shall address that entity's role in performing the Contract resulting from this solicitation
- (2) Using the Past Performance Package identified in Section L, Attachment E, the Offeror shall submit the relevant information for no more than five public or private contracts, which are currently being performed or have been completed within the past three years. These must be related to operations similar to the Statement of Work contained in Section C of the RFP with emphasis on managing nuclear facility operations. The Offeror may also provide

information on problems encountered on the identified contracts and the Offeror's corrective actions. In addition, the Offeror may describe any recognized accomplishments or awards that the Offeror has received on the identified contracts.

- (3) The Offeror shall identify any contract valued over \$10M that was terminated in whole or in part, for any reason, the past three years. For any such contract, the Offeror shall provide its description of the reason for termination, and any explanation it may wish to provide.

NOTE: Offerors are advised that the Government may contact any or all references in the proposal and third parties (such as other Government Contractors, the Environmental Protection Agency, the Department of Labor, etc.) for performance information and that DOE reserves the right to use any such information received as part of its evaluation of the Offeror. Offerors without a record of relevant past experience, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### **L.5 PROPOSAL PREPARATION INSTRUCTIONS—VOLUME III, COST EVALUATION INFORMATION**

The Offeror shall provide the following written information for the evaluation of Volume III, Cost Evaluation Information as identified below.

- (a) The Offeror shall propose a maximum Total Available Fee not to exceed \$232,500,000. The Offeror's proposed maximum Total Available Fee shall be set forth in Section B.3(c)(2) of the contract and included in the written information in Volume III. The Offeror's proposed maximum Total Available Fee will be allocated to the specific Performance Based Incentives as follows:

DOE Issuance of Site Recommendation to The President:	8%
DOE Submits License Application to the NRC:	24%
License Application passes NRC Acceptance Review:	8%
Receive NRC Construction Authorization:	
Schedule Incentive:	
Target Date:	60%
Latest Acceptable Date:	40%

- (b) Transition Cost

The transition period (August 15, 2000 to February 11, 2001) will be included as the first contract line item in Section B of the contract and priced on a cost-reimbursement basis.

The Offeror shall provide a transition cost estimate that addresses the following elements:

1. A cost breakdown that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the Offeror's preferred format but shall address the total cost of the transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including number of personnel and dollars), fringe benefits, indirect cost allocations (by pool type and rate), relocation, travel, facilities, materials, supplies, subcontracts, and all other cost elements related to the period of transition.
2. While certified cost or pricing data is not required from Offerors, if the Contracting Officer requires additional cost information in order to determine a fair and reasonable estimated cost and cost realism, certified cost or pricing data and a Certificate of Current Cost or Pricing Data may be required.

(c) Key Personnel Cost

To adequately evaluate the actual cost impact of each offer, an analysis must be performed of the cost (including benefits) of the proposed key personnel for the first 24 months of contract performance after the transition period. The Offeror shall provide the annual salary cost plus benefits for each of the proposed key personnel. The Offeror shall complete and submit the table entitled "KEY PERSONNEL COSTS" found at Section L, Attachment F.

(d) Determination of Financial Capability

Federal Acquisition Regulation (FAR) 9.104-1(a) requires a prospective Contractor to have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:

- (1) A current balance sheet and a profit/loss statement covering the most recently completed Fiscal Year (audited statements, if available);
- (2) An audit opinion (rendered by an independent CPA firm) and the related audited financial statements and notes to the financial statements for the last two Fiscal Years (should include the two years preceeding the information requested in (1));
- (3) The information in (1) and (2) above for all participants if the Offeror is a joint venture or teaming arrangement.

The determination of financial capability to complete this contract shall be made by DOE. However, a financial capability review may be performed by the Defense Contract Audit Agency for DOE's consideration.

(e) Additional Information and Required Data

- (1) Joint Ventures/Teaming Arrangements. If a joint venture or teaming arrangement is proposed, the Offeror shall clearly identify the cost proposal information by participant.
- (2) Verifiable Date. Offerors shall provide any information required to explain the estimating process including: (i) judgmental factors applied and the mathematical or other methods used in estimating, and (ii) the nature and amount of any contingencies included in the cost proposal.
- (3) Reconciliation of the RFP and Accounting System. If the Offeror's estimating and/or accounting practices differ from the requested cost proposal content the Offeror shall use this reconciliation to explain any differences.
- (4) Points of Contact. Offerors shall provide the name, address, and telephone number for the cognizant Administrative Contracting Officer and the cognizant Audit Agency Office, if applicable. Offerors shall also provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding Volume III, Cost Evaluation Information.
- (5) All pages in the cost proposal, including forms, tables, and exhibits, must be numbered and identified in a table of contents or index. The cost proposal shall be sufficiently complete so that cross-referencing to other volumes is not necessary. None of the information contained in this Volume III should be included in any other proposal volume unless specifically requested in this solicitation. There is no page limitation on the cost proposal. DOE reserves the right to request any additional information deemed necessary to properly evaluate Volume III, Cost Evaluation Information.

## L.6 INTERVIEWS

- (a) General. After submission of the proposal, each Offeror who meets the qualification factor must participate in interviews with the DOE Source Evaluation Board and other Government representatives.
- (b) Schedule. Offerors must submit an Intention to Submit an Offer as required by Clause L.31. Offerors, should at that time, also provide information verifying that the Offeror meets the qualification criteria contained in the clause in Section M

entitled, "Qualification Factor." Only those Offerors who meet the qualification factor will be scheduled for interviews. Based on these submittals, DOE will schedule the interviews based on a drawing of lots and will notify each Offeror ten working days prior to the due date for receipt of proposals. DOE will provide space in Las Vegas, Nevada for the interviews. The interviews will commence approximately two working days after the date for receipt of the proposals. DOE reserves the right to reschedule an Offeror's interview at its discretion.

- (c) Media. Offeror may use any means it wishes to make its closing statement at the end of the interviews. The DOE will provide one overhead projector, projection screen, erasable marker board, blank transparencies, transparency markers, and marker board pens for the Offeror's use. Other equipment must be supplied by the Offeror.
- (d) Attendees. Interviews will be conducted with proposed Key Personnel. To clearly communicate to DOE representatives the identity of the attendees, all Offeror's attendees shall wear clearly visible name tags indicating name and proposed position. Since DOE is providing the space for the interviews, it is requested that each Offeror include the total number of Offeror attendees as part of their Intention to Submit an Offer (See L.31).
- (e) Exchanges With Offerors. At the conclusion of each interview, the interviewee(s) may be asked clarification questions to facilitate the Board's understanding of the responses. These clarification questions between the interviewee(s) and the Board are not discussions, as that term is defined in FAR 15.306(d). Nor will these clarification questions obligate DOE to establish a competitive range and hold discussions with the Offeror.
- (f) The Offeror will be provided the following time for Interviews:
 

8:00 - 10:00 am	Group Interview
10:15 - 11:15 am	General Manager interview
11:30 - 12:00 am	Interview (key personnel)
LUNCH	
1:15 - 1:45 pm	Interview (key personnel)
2:00 - 2:30 pm	Interview (key personnel)
3:00 - 3:30 pm	Offeror's Closing Statements
4:00 - 5:00 pm	DOE ONLY
- (g) Tape Recording: DOE will audio tape record and make the audio tape available to the respective Offeror.

**L.7 NOTICE REGARDING DEPARTMENT OF ENERGY MANAGEMENT AND OPERATING CONTRACTOR PARTICIPATION IN OFFEROR'S PROPOSAL**

Performance under the contract that results from this solicitation envisions the participation of one or more Department of Energy (DOE) Federally Funded Research and Development Centers (FFRDCs) and/or management and operating (M&O) contractors (See Section C2.3.0, Statement of Work of the solicitation). The successful Offeror, as part of its responsibilities under the contract, will manage and integrate the work scope and activities of the FFRDCs and other M&O contractors, consistent with applicable Departmental policies, including Section H, Contract Clause entitled, "Inter-Contractor Purchases."

Notwithstanding, Offerors are hereby placed on notice that, consistent with DOE policies, DOE FFRDCs and other management and operating contractors may not compete directly with the private sector. Therefore, henceforth such FFRDCs and other management and operating contractors may not participate as Offerors, team members, or subcontractors with regard to this solicitation. Participation includes: (1) providing advice and counsel to an Offeror, team member, or subcontractor regarding its proposal; or (2) otherwise assisting an Offeror, team member, or subcontractor in preparing its proposal. Accordingly, Offerors should not solicit the participation of DOE FFRDCs or other M&O contractors under this solicitation.

Offerors desiring information regarding a DOE FFRDC's or management and operating contractor's past, current, or future role in performance in the Office of Civilian Radioactive Waste Management contract should contact the Contracting Officer via e-mail at [jerri.adams@ymp.gov](mailto:jerri.adams@ymp.gov).

**L.8 ALTERNATE PROPOSALS**

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

**L.9 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost-plus-award-fee performance based management and operating contract resulting from this solicitation.

**L.10 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)**

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the Offeror. For information on obtaining a DUNS number, the Offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The Offeror should be prepared to provide the following information:
- (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an Offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**L.11 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.12 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jerri J. Adams  
Contracting Officer  
U S. Department of Energy  
Office of Civilian Radioactive Waste Management  
Yucca Mountain Site Characterization Office  
7201 W. Lake Mead Blvd., Suite 104  
Las Vegas, NV 89128



Telephone: (702) 869-2810  
Facsimile: (702) 869-5466  
E-mail: jerri.adams@ymp.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the General Accounting Office.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC, 20585, FAX (202) 586-4546.

**L.13 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)**

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**L.14 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in DEAR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

**L.15 DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (APR 1984)**

Offerors and prospective Contractors, in accordance with applicable statutes and the Department of Energy Acquisition Regulation, have the right to request, in advance of or within 30 days after the effective date of contracting, a waiver of all or any part of the

rights of the United States in subject inventions. Small business firms and domestic nonprofit organizations normally will receive the Patent Rights clause of DEAR 952.227-71 which permits the Contractor to retain title to subject inventions, except in contracts for management or operation of a Government-owned research or production facility and in contracts involving exceptional circumstances or intelligence activities. Therefore, small business firms and nonprofit organizations normally need not request a waiver.

**L.16 DEAR 970.5204-73 NOTICE REGARDING OPTIONS (JUN 1996)**

The contract resulting from this solicitation is expected to include one or more options to extend the term of the contract. Exercise of any option to extend the term of contract will be at the unilateral right of the Department of Energy. The Contractor's performance under the basic contract, including any previously exercised options, will be among the significant considerations in the Department's decision to exercise any option.

**L.17 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain Part I -- The Schedule, Part II -- Contract Clauses, and Part III, Section J -- List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections, indicated by "(To Be Determined)" will be completed prior to contract signing.

**L.18 DOE ISSUING OFFICE**

U S. Department of Energy  
Nevada Operations Office  
P.O. Box 98518  
Las Vegas, NV 89193-8518

**L.19 TIME, DATE AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE**

Mailed Offers and Proposal Information shall be marked as follows:

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAIL TO:  
Jerri J. Adams  
Contracting Officer  
U S. Department of Energy  
Office of Civilian Radioactive Waste Management  
Yucca Mountain Site Characterization Office  
7201 W. Lake Mead Blvd., Suite 104  
Las Vegas, NV 89128

Telephone: (702) 869-2810  
Facsimile: (702) 869-5466  
E-mail: jerri.adams@ymp.gov

SOLICITATION NO. DE-RP08-00NV12101  
DUE 4:30 PM Pacific time on June 8, 2000

Handcarried Offers and Proposal Information shall be marked as follows:

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAND CARRY TO:

Jerri J. Adams  
Contracting Officer  
U S. Department of Energy  
Office of Civilian Radioactive Waste Management  
Yucca Mountain Site Characterization Office  
7201 W. Lake Mead Blvd., Suite 104  
Las Vegas, NV 89128

SOLICITATION NO. DE-RP08-00NV12101  
DUE 4:30 PM Pacific time on June 8, 2000.

All Offers and Proposal Information are due NO LATER THAN 4:30 p.m. Pacific time on June 8, 2000. (CAUTION: See provision at FAR 52.215-1 describing treatment of late submissions, modifications and withdrawals of proposals.)

- (a) If the Offeror elects to forward the Offer and the Proposal Information by means other than the U.S. Mail, it assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation. Offers submitted by facsimile or electronic commerce methods will not be accepted.
- (b) It may not be possible to handcarry the package(s) outside of the hours 7:30 a.m. to 4:30 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

**L.20 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION  
(UNRESTRICTED)**

This acquisition is unrestricted and contains no set-aside provisions.

**L.21 OFFER ACCEPTANCE PERIOD**

The minimum offer acceptance period is 210 calendar days after the required date for receipt of offers.

**L.22 NUMBER OF AWARDS**

Notwithstanding the reference at Section L.1, FAR 52.215-1(f)(6), it is anticipated that there will be one contract award to one Offeror resulting from this solicitation.

**L.23 FALSE STATEMENTS**

Offers and Proposal Information must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 U.S.C. 1001.

**L.24 EXPENSES RELATED TO OFFER AND OTHER WRITTEN INFORMATION**

This solicitation does not commit the Government to pay any costs incurred in the submission of any offer and other written information, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

**L.25 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION**

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation and any amendments will be posted on the Yucca Mountain Site Characterization Office Internet Web Page at: <http://www.ymmp.gov/> , then click on “Contract Recompetition.”

The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from the agency regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of the above Website to remain abreast of the latest available information.

No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

**L.26 COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

**L.27 RESPONSIBLE PROSPECTIVE CONTRACTORS**

- (a) The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.
- (b) DOE may conduct preaward surveys in accordance with 48 CFR 9.106 and may solicit from available sources relevant information concerning the Offeror's record of past performance, and use such information in making determinations of prospective Offeror responsibility.

**L.28 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION**

Offers and Proposal Information will not be returned (except for timely withdrawals).

**L.29 AVAILABILITY OF REFERENCED DOCUMENTS AND ORGANIZATIONAL INTERNET URL ADDRESS INFORMATION**

Section L, Attachment A contains a detailed list of various available reference documents and organizational websites of interest for the Offeror's information and use in connection with preparing an offer and other written information under this solicitation. Offerors are cautioned that although the list of referenced documents and organizational websites in Attachment A is comprehensive, it is not, nor was it intended to be, all-inclusive. Offerors are strongly urged to perform their own additional Internet research using these and other available links.

**L.30 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR**

No on-site contacts of any kind with employees of the current incumbent Contractor are permitted related to this solicitation. Contacts with employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations. Any "sign-on" bonuses offered or paid to incumbent Contractor employees as an employment inducement will not be reimbursed as an allowable cost under this contract.

**L.31 OFFEROR INTENTION TO SUBMIT AN OFFER**

No later than 14 days prior to the proposal due date, Offerors are requested to complete the following and return VIA E-MAIL to the address below.

Solicitation Number DE-RP08-00NV12101

\_\_\_\_ We do intend to submit an offer.

\_\_\_\_ Number of attendees that will be at the Interviews.

\_\_\_\_ We grant the SEB the authority to release the names of the below organization(s) to the public as part of this competition.

Name and Address of Firm or Organization (Include Zip Code):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Include information on significant teaming partners and/or major subcontractors)

Typed or Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-Mail To: jerri.adams@ymp.gov

### **L.32 GUARANTEE OF PERFORMANCE**

The successful proposer is required by other provisions of this solicitation to organize a dedicated corporate entity to carry out the work under the contract to be awarded as a result of this solicitation. The successful proposer will be required, as part of the determination of responsibility of the newly organized, dedicated corporate entity and as a condition of the award of the contract to that entity, to furnish a guarantee of that entity's performance. That guarantee of performance must be satisfactory in all respects to the Department of Energy and will be a condition of the award of the contract.

In order to consider the financial or other resources of the parent corporate entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Contractor and to assume all contractual obligations of the prospective Contractor.

The Performance Guarantee Agreement to support this requirement is at Section L, Attachment G.

### **L.33 OFFEROR QUESTIONS OR COMMENTS**

Offerors are requested to submit questions or comments (jerri.adams@ymp.gov) concerning the Request for Proposals by May 24, 2000. Questions or comments submitted after such time may not be considered.

**L.34 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)**

- (a) Cost or charges for royalties. If any royalty payments are directly involved in the contract or will be charged to the Government as costs under the contract, the Contractor agrees to report to the Contracting Officer the following information relating to each separate item of royalty or license fee:
  - (1) Name and address of licensor;
  - (2) Date of license agreement;
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
  - (5) Percentage or dollar rate of royalty per unit;
  - (6) Unit price of contract item;
  - (7) Number of units; and
  - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer, but only to the extent the Contractor has obtained licenses and is legally permitted to provide them to the Government, before execution of the contract, the Offeror must furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**L.35 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)**

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

**L.36 FAR 52.227-10 FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (APR 1984)**

- (a) Before filing or causing to be filed a patent application in the United States disclosing any subject matter of this contract classified "Secret" or higher, the Contractor shall, citing the 30-day provision below, transmit the proposed application to the Contracting Officer. The Government shall determine whether, for reasons of national security, the application should be placed under an order of secrecy, sealed in accordance with the provision of 35 U.S.C. 181-188, or the issuance of a patent otherwise delayed under pertinent United States statutes or regulations. The Contractor shall observe any instructions of the Contracting Officer regarding the manner of delivery of the patent application to the United States Patent Office, but the Contractor shall not be denied the right to file the

application. If the Contracting Officer shall not have given any such instructions within 30 days from the date of mailing or other transmittal of the proposed application, the Contractor may file the application.

- (b) Before filing a patent application in the United States disclosing any subject matter of this contract classified "Confidential," the Contractor shall furnish to the Contracting Officer a copy of the application for Government determination whether, for reasons of national security, the application should be placed under an order of secrecy or the issuance of a patent should be otherwise delayed under pertinent United States statutes or regulations.
- (c) Where the subject matter of this contract is classified for reasons of security, the Contractor shall not file, or cause to be filed, in any country other than in the United States as provided in paragraphs (a) and (b) of this clause, an application or registration for a patent containing any of the subject matter of this contract without first obtaining written approval of the Contracting Officer.
- (d) When filing any patent application coming within the scope of this clause, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter and shall promptly furnish to the Contracting Officer the serial number, filing date, and name of the country of any such application. When transmitting the application to the United States Patent Office, the Contractor shall by separate letter identify by agency and number the contract or contracts that require security classification markings to be placed on the application.
- (e) The Contractor agrees to include, and require the inclusion of, this clause in all subcontracts at any tier that cover or are likely to cover classified subject matter.

### **L.37 RESERVED**

### **L.38 LIST OF ATTACHMENTS TO SECTION L**

<u>Attachment</u>	<u>Title</u>
A	Referenced Documents And Organizational Internet URL Address Information
B	Listing of Key Personnel
C	Instructions for Small Business Subcontracting Plan
D	Key Personnel Resume Format
E	Offeror Experience and Past Performance Reference Information Worksheet and Questionnaire



- F Key Personnel Cost
- G Performance Guarantee Agreement

## SECTION L- ATTACHMENT A

REFERENCED DOCUMENTS AND ORGANIZATIONAL  
INTERNET URL ADDRESS INFORMATION

The following is a list of documents and Internet Web sites either referenced in this solicitation or of interest to Offerors and available addresses where they can be accessed. This is not an all-inclusive list nor representative of all documents in which an Offeror might be interested. Offerors are encouraged to perform their own additional search.

Disclaimer: The URLs listed in this section are for reference only. Some of the web sites referenced, their specific use policies, and information contained within the sites are outside control of the Source Evaluation Board and OCRWM.

<u>Document</u>	<u>Address</u>
10 C.F.R. 2 –Rules of Practice for Domestic Licensing Proceedings and Issuance of Orders.	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr2_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr2_99.html</a>
10 C.F.R. 60 – Disposal of High-Level Radioactive Wastes in Geologic Repositories.	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr60_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr60_99.html</a>
10 C.F.R. 71 – Packaging and Transportation of Radioactive Material	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr71_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr71_99.html</a>
10 C.F.R. 72 – Licensing Requirements for the Independent Storage of Spent Nuclear Fuel and High Level Radioactive Waste	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr72_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr72_99.html</a>
10 C.F.R. 73 – Physical Protection of Plants and Materials	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr73_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr73_99.html</a>
10 C.F.R. 75 – Safeguards on Nuclear Material – Implementation of US/IAEA Agreement	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr75_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr75_99.html</a>
48 C.F.R. 970 – Financial Management Clauses for Management and Operating (M&O) Contracts	<a href="http://fedreg.com/federalregister/data/11nov/11_18_26.html">http://fedreg.com/federalregister/data/11nov/11_18_26.html</a>
10 C.F.R. 960 – General Guidelines for the Recommendation of Sites for Nuclear Waste Repositories	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr960_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr960_99.html</a>
10 C.F.R. 961 – Standard Contract for Disposal of Spent Nuclear Fuel and (or) High-Level Radioactive Waste	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr961_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr961_99.html</a>

<u>Document</u>	<u>Address</u>
10 C.F.R. 963 – General Guidelines for the Recommendation of Sites for Nuclear Waste Repositories; Yucca Mountain Site Suitability Guidelines	<a href="http://www.ymp.gov/timeline/site/index.htm">http://www.ymp.gov/timeline/site/index.htm</a>
10 C.F.R. 50 – Domestic Licensing of Production and Utilization Facilities	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr50_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr50_99.html</a>
10 C.F.R. 20 – Standards for Protection Against Radiation	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr20_99.html">http://www.access.gpo.gov/nara/cfr/waisidx_9/10cfr20_99.html</a>
40 C.F.R. 197 – Environmental Radiation Protection Standards for Yucca Mountain, NV	<a href="http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=1999_register&amp;docid=fr27au99-29.pdf">http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=1999_register&amp;docid=fr27au99-29.pdf</a>
10 C.F.R. 63 – Disposal of High-Level Radioactive Waste in a Geologic Repository at Yucca Mountain, Nevada	<a href="http://frwebgate3.access.gpo.gov/cgi-bin/waisgate.cgi?WAISdocID=8458419236+1+1+0&amp;WAISaction=retrieve">http://frwebgate3.access.gpo.gov/cgi-bin/waisgate.cgi?WAISdocID=8458419236+1+1+0&amp;WAISaction=retrieve</a>
FY 2000 Planning Guidance	<a href="http://www.ymp.gov/seb/SEBdraftsolicit/PlanGuide2000.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/PlanGuide2000.pdf</a> <a href="http://www.ymp.gov/seb/fy00annualwkpln.pdf">http://www.ymp.gov/seb/fy00annualwkpln.pdf</a> <a href="http://www.ymp.gov/seb/fy00annualwkpln2.pdf">http://www.ymp.gov/seb/fy00annualwkpln2.pdf</a>
FY 2001 Planning Guidance (Will be available in April 2000.)	Will be posted separately as Additional Reference when available
DOE 1999 OCRWM Management Plan for the preparation of License Application YMP/ 97-02	<a href="http://www.ymp.gov/timeline/license/ym9702_a/index.htm">http://www.ymp.gov/timeline/license/ym9702_a/index.htm</a>
DOE 1999 OCRWM Technical Guidance Document for License Application YMP/97-03	<a href="http://www.ymp.gov/timeline/license/sl36x3m3_3/index.htm">http://www.ymp.gov/timeline/license/sl36x3m3_3/index.htm</a>
DOE 1997 U.S. DOE Strategic Plan DOE/PO-0053	<a href="http://www.osti.gov/policy/doestpl.pdf">http://www.osti.gov/policy/doestpl.pdf</a>
DOE OCRWM Home Page	<a href="http://www.rw.doe.gov/homejava/homejava.htm">http://www.rw.doe.gov/homejava/homejava.htm</a>
DOE Chief Information Officer Home Page	<a href="http://cio.doe.gov">http://cio.doe.gov</a>

<u>Document</u>	<u>Address</u>
DOE 1998 OCRWM Viability Assessment for a Repository at Yucca Mountain, Nevada DOE/RW-0508	<a href="http://www.ymp.gov/va.htm">http://www.ymp.gov/va.htm</a>
TSPA VA, Volume 3	<a href="http://www.ymp.gov/va.htm">http://www.ymp.gov/va.htm</a>
DOE 1999 OCRWM Draft Environmental Impact Statement for a Geologic Repository at Yucca Mountain DOE/EIS-02500	<a href="http://www.ymp.gov/deisdoc/index.htm">http://www.ymp.gov/deisdoc/index.htm</a>
DOE 1998 OCRWM Strategic System Management Policy (Number not yet assigned)	<a href="http://www.rw.doe.gov/progdocs/SSMP/ssmp.htm">http://www.rw.doe.gov/progdocs/SSMP/ssmp.htm</a>
DOE YMP Project Summary Schedule	<a href="http://www.ymp.gov/seb/SEBdraftsolicit/p3planning.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/p3planning.pdf</a>
DOE 2000 OCRWM Program Plan DOE/RW-0520	<a href="http://www.rw.doe.gov/pprev3.pdf">http://www.rw.doe.gov/pprev3.pdf</a>
DOE OCRWM Program Business Plan	<a href="http://www.rw.doe.gov/progdocs/busplan/busplan.htm">http://www.rw.doe.gov/progdocs/busplan/busplan.htm</a>
DOE 1999 OCRWM Quality Assurance Requirements Description DOE/RW-0333P	<a href="http://m-oext.ymp.gov/html/prod/db_rtn/docstor/OCRWM/QARD/DOE\$RW-0333P_QARD/DOE\$RW-0333P_QARD.htm">http://m-oext.ymp.gov/html/prod/db_rtn/docstor/OCRWM/QARD/DOE\$RW-0333P_QARD/DOE\$RW-0333P_QARD.htm</a>
DOE 1999 OCRWM Waste Acceptance System Requirement Document DOE/RW-0351	<a href="http://www.rw.doe.gov/wasteaccept/wasrd.pdf">http://www.rw.doe.gov/wasteaccept/wasrd.pdf</a>
DOE 1998 Mined Geological Disposal System Requirements Document YMP/CM-0025	<a href="http://domino.ymp.gov/rms/MOL199805201022.HTM">http://domino.ymp.gov/rms/MOL199805201022.HTM</a>
OCRWM Program WBS and Dictionary	<a href="http://www.rw.doe.gov/progdocs/0325pr3.pdf">http://www.rw.doe.gov/progdocs/0325pr3.pdf</a>
2000 Repository Safety Strategy	<a href="http://www.ymp.gov/timeline/sr/sl06x7m3_a/index.htm">http://www.ymp.gov/timeline/sr/sl06x7m3_a/index.htm</a>

<u>Document</u>	<u>Address</u>
<u>Process Model Reports:</u> 1) Integrated Site 2) Biosphere (Available April 2000) 3) Unsaturated Zone (Available April 2000) 4) Saturated Zone (Available May 2000) 5) Near-Field Environment (Available May 2000) 6) Disruptive Events (Available May 2000) 7) Waste Package (Available May 2000) 8) Waste Form (Available April 2000) 9) Engineered Barrier System (Available April 2000)	Upon issuance, they will be located at the Yucca Mountain Science Center, 4101B Meadows Lane, Las Vegas, Nevada, 89107, (702) 295-1312, and at the DOE Freedom of Information Reading Room 1E-190, Forrestal Building, 1000 Independence Avenue SW, Washington, DC, 20005, (202) 586-3142.
DOE 1999 OCRWM Program Baseline Change Control Procedure DOE/RW-0409	<a href="http://www.ymp.gov/seb/SEBtech/DOE_RW-0409.pdf">http://www.ymp.gov/seb/SEBtech/DOE_RW-0409.pdf</a>
DOE 1995 OCRWM Baseline Procedure for Configuration Item (CI) and CI Identifier RW-0415	<a href="http://www.ymp.gov/seb/SEBtech/DOE_RW-0415.pdf">http://www.ymp.gov/seb/SEBtech/DOE_RW-0415.pdf</a>
DOE 1998 Analysis of the Total System Life Cycle Cost of the CRWM Program	<a href="http://www.rw.doe.gov/techrep/tslcc_toc/tslcc_toc.htm">http://www.rw.doe.gov/techrep/tslcc_toc/tslcc_toc.htm</a>
Subsurface Development Design	<a href="http://domino.ymp.gov/va/support/subsurfdevdes.nsf/WebFirst?OpenView">http://domino.ymp.gov/va/support/subsurfdevdes.nsf/WebFirst?OpenView</a>
Subsurface Construction and Development Analysis	<a href="http://domino.ymp.gov/rms/MOL199712100560.HTM">http://domino.ymp.gov/rms/MOL199712100560.HTM</a>
Surface Nuclear Facility Space Program Analysis	<a href="http://domino.ymp.gov/rms/MOL199802040138P.HTM">http://domino.ymp.gov/rms/MOL199802040138P.HTM</a>
1997 Repository Subsurface Layout Configuration Analysis	<a href="http://domino.ymp.gov/rms/MOL199712010879.HTM">http://domino.ymp.gov/rms/MOL199712010879.HTM</a>
1997 Controlled Design Assumptions Document	<a href="http://domino.ymp.gov/rms/MOL199801300128P.HTM">http://domino.ymp.gov/rms/MOL199801300128P.HTM</a>
1997 Waste Package Fabrication Process Report	<a href="http://domino.ymp.gov/rms/MOL199712180275P.HTM">http://domino.ymp.gov/rms/MOL199712180275P.HTM</a>
1997 Waste Package Design Basis Events	<a href="http://domino.ymp.gov/rms/MOL199710060075P.HTM">http://domino.ymp.gov/rms/MOL199710060075P.HTM</a>
Waste Package Materials Selection Analysis	<a href="http://domino.ymp.gov/rms/MOL199803240242.HTM">http://domino.ymp.gov/rms/MOL199803240242.HTM</a>

<u>Document</u>	<u>Address</u>
Waste Package Neutron Absorber, Thermal Shunt, and Fill Gas Selection Report 2000  Waste Package Internal Materials Selection Report  Waste Package Containment Barrier Materials and Drip Shield Selection Report	Upon issuance, these reports will be located at the Yucca Mountain Science Center, 4101B Meadows Lane, Las Vegas, Nevada, 89107, (702) 295-1312, and at the DOE Freedom of Information Reading Room 1E-190, Forrestal Building, 1000 Independence Avenue SW, Washington, DC, 20005, (202) 586-3142.
DOE 1995 OCRWM Acceptance Priority Ranking and Annual Capacity Report DOE/RW-0457	<a href="http://www.rw.doe.gov/wasteaccept/apracr.pdf">http://www.rw.doe.gov/wasteaccept/apracr.pdf</a>
DOE 2000 OCRWM Safety Management Functions, Responsibilities, and Authorities Manual	<a href="http://tis.eh.doe.gov/ism/frams/fram_RW_YM_SCO.pdf">http://tis.eh.doe.gov/ism/frams/fram_RW_YM_SCO.pdf</a>
OCRWM Integrated Safety Management Plan, DOE/RW-0523	<a href="http://wwwdev:81/esh/index.htm">http://wwwdev:81/esh/index.htm</a>
OCRWM Standards/ Requirements Identification Document	<a href="http://www.ymp.gov/seb/esh003r1.pdf">http://www.ymp.gov/seb/esh003r1.pdf</a>
Nuclear Waste Policy Amendments Act of 1987 Public Law-100-203-.223717	<a href="http://www.rw.doe.gov/progdocs/nwpa/nwpa.htm">http://www.rw.doe.gov/progdocs/nwpa/nwpa.htm</a>
NRC Issue Resolution Status Report	<a href="http://www.nrc.gov/NMSS/DWM/hlwdoc.htm">http://www.nrc.gov/NMSS/DWM/hlwdoc.htm</a>
Performance Evaluation and Measurement Plan for TRW Contract	<a href="http://www.ymp.gov/seb/SEBpep.htm">http://www.ymp.gov/seb/SEBpep.htm</a>
Fee Determination Report for TRW Contract	<a href="http://www.ymp.gov/contract/reports.htm">http://www.ymp.gov/contract/reports.htm</a>

<u>Document</u>	<u>Address</u>
<p><b><u>LABOR/UNION AGREEMENTS &amp; CONTRACT:</u></b></p> <p><b><u>Contracts:</u></b></p> <p>Current RW M&amp;O Contract No. DE-AC01-91RW00134</p> <p><b><u>Current Labor Agreements:</u></b></p> <p>Project Labor Agreement for Tunnel &amp; Tunnel Shaft Construction between Bechtel Nevada Corporation and Laborers International Union of North America, Local Union No. 872 October 1997-September 2002</p> <p>Maintenance and Operations (M&amp;O) Project Labor Agreement for Nevada Test Site (NTS) between Bechtel Nevada Corporation and Southern Nevada Building and Construction Trades Council (Signatory Unions) October 1997 - September 2002</p> <p>Construction-Project Labor Agreement for the Nevada Test Site (NTS) between Bechtel Nevada Corporation and Southern Nevada Building and Construction Trades Council (Signatory Unions) October 1997 - September 2002</p> <p><b><u>Interpretations / Memorandums of Agreement</u></b> (may apply to one or all of the above contracts)</p> <p>1 - JLMIC-01, March 30, 1998</p> <p>2 - JLMIC-02, March 30, 1998</p> <p>3 - JLMIC-03, February 22, 1999</p> <p>4 - JLMIC-04, August 10, 1999</p> <p>5 - JLMIC-05, August 10, 1999</p> <p>6 - JLMIC-06, August 10, 1999</p> <p>7 - JLMIC-07, August 10, 1999</p>	<p><a href="http://www.ymp.gov/seb/trwcontract.htm">http://www.ymp.gov/seb/trwcontract.htm</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/tunnel.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/tunnel.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/m&amp;o.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/m&amp;o.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/constrc.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/constrc.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic001.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic001.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic002.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic002.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic003.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic003.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic004.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic004.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic005.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic005.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic006.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic006.pdf</a></p> <p><a href="http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic007.pdf">http://www.ymp.gov/seb/SEBdraftsolicit/AttachmentA/jlmic007.pdf</a></p>

<u>Document</u>	<u>Address</u>
Appendix A to TRW Contract	<a href="http://www.ymp.gov/seb/appendixa.pdf">http://www.ymp.gov/seb/appendixa.pdf</a>
TRW Defined Benefit Plan	<a href="http://www.ymp.gov/seb/trwdbp.pdf">http://www.ymp.gov/seb/trwdbp.pdf</a>
TRW Small Business Subcontracting Plan	<a href="http://www.ymp.gov/seb/trwsbcontplan00.pdf">http://www.ymp.gov/seb/trwsbcontplan00.pdf</a>
List of Government-Furnished Property under TRW Contract	<a href="http://www.ymp.gov/seb/govtproperty.pdf">http://www.ymp.gov/seb/govtproperty.pdf</a>
List of Existing Leases Assigned to TRW Contract	<a href="http://www.ymp.gov/seb/trwleases.pdf">http://www.ymp.gov/seb/trwleases.pdf</a>
Department of Energy Acquisition Regulations	<a href="http://www.pr.doe.gov/dear.html">http://www.pr.doe.gov/dear.html</a>
DOE Orders and Directives	<a href="http://www.explorer.doe.gov:1776/htmls/directives.html">http://www.explorer.doe.gov:1776/htmls/directives.html</a>
Federal Acquisition Forms	<a href="http://www.gsa.gov/forms/farnumer.htm">http://www.gsa.gov/forms/farnumer.htm</a>
Federal Acquisition Regulations	<a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>
DOE Accounting Handbook	<a href="http://www.cfo.doe.gov/policy/actindex/index.html-ssi">http://www.cfo.doe.gov/policy/actindex/index.html-ssi</a>
Department of Energy Homepage	<a href="http://www.doe.gov/">http://www.doe.gov/</a>
DOE Headquarters and Other Program Offices	<a href="http://www.doe.gov/people/peoppo.htm">http://www.doe.gov/people/peoppo.htm</a>
DOE Procurement and Assistance Homepage	<a href="http://www.pr.doe.gov/">http://www.pr.doe.gov/</a>
Freedom of Information Act	<a href="http://www.id.doe.gov/doi/foia/more.htm">http://www.id.doe.gov/doi/foia/more.htm</a>
Government Printing Office	<a href="http://www.access.gpo.gov/">http://www.access.gpo.gov/</a>
Small Business Administration B HUBZone Empowerment Contracting Program	<a href="http://www.sba.gov/hubzone/">http://www.sba.gov/hubzone/</a>
Small Disadvantaged Business Participation Program – Targets	<a href="http://www.arnet.gov/References/sdbadjustments.htm">http://www.arnet.gov/References/sdbadjustments.htm</a>
Small Business Administration B Industries Eligible for the 10% Price Evaluation Adjustment	<a href="http://www.arnet.gov/References/sdbadjustments.htm">http://www.arnet.gov/References/sdbadjustments.htm</a>



SECTION L -ATTACHMENT B  
LISTING OF KEY PERSONNEL

KEY PERSONNEL

TITLE

NAME

SECTION L – ATTACHMENT C  
INSTRUCTIONS FOR SMALL BUSINESS SUBCONTRACTING PLAN

Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled “Small Business Subcontracting Plan.” The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may cause a delay in plan review and approval. The use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. “Subcontract,” as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

MODEL SUBCONTRACTING PLAN OUTLINE

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Solicitation Number: DE-RP08- 00NV12101\_\_\_\_\_

Item/Service: \_\_\_\_\_  
\_\_\_\_\_

Amount of Contract First Year: Estimated \$\_\_\_\_\_

Total Amount of Contract Estimated \$\_\_\_\_\_

Period of Contract Performance:

Options (if any):\_\_\_\_\_

## Type of Plan (Check One)

- \_\_\_\_\_ Individual Plan (All elements developed specifically for this contract and applicable for the full term of this contract.)
- \_\_\_\_\_ Master Plan (Goals developed for this contract; all other elements standard; must be renewed every three years.) (See FAR 52.219-9(f)(1)-(3)).
- \_\_\_\_\_ Commercial Plan (Contractor sells large quantities of off-the-shelf commercial items to many Government agencies. Plans/goals are negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The Contractor must provide a copy of the lead agency approval). (See FAR 19.704 and 52.219-9(g).

I. Goals

The Contractor shall submit its proposed subcontracting goals each fiscal year during the term of this contract, or by such later date as authorized in writing by the Contracting Officer. This submittal shall include goals for Small Business (SB), Small Disadvantaged Business (SDB), 8(a) Certified Small Business, HUBZone Small Business (HSB) and Women-owned Small Business (WOSB) concerns. The established goals will be incorporated into the contract.

The proposed goals shall be based upon an established percentage of estimated commercial purchases, which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year with the approval of the Contracting Officer. Goals for the utilization of SB, SDB, 8(a), HSB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the Contracting Officer.

The goals shall be expressed in both dollars and percentages for Large Business (LB), Small Business (SB), Small Disadvantaged Business (SDB), 8(a), HUBZone Small Business and Women-Owned Small Business (WOSB) concerns. For contracts with options, provide a separate statement for the basic contract and individual statements for each option year.

A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$\_\_\_\_\_ (100%)

a. Large Business Concerns. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as “other than small”) (% of 1. above): \$\_\_\_\_\_ and \_\_\_\_\_%.

b. Small Business Concerns. Total estimated dollar value and percent of planned subcontracting with small businesses (include small disadvantaged and women-owned small businesses) (% of 1. above): \$\_\_\_\_\_ and \_\_\_\_\_%

c. Small Disadvantaged Business Concerns. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): \$\_\_\_\_\_ and \_\_\_\_\_%. This amount is included in the amount shown under A.1.b, above, as a subset.

d. 8(a) Certified Small Business Concerns. Total estimated dollar value and percent of planned subcontracting with 8(a)certified small businesses (% of 1. above): \$\_\_\_\_\_ and \_\_\_\_\_%. This amount is included in the amount shown under A.1.b, above, as a subset.

e. HUBZone Small Business Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone Small Businesses (% of 1. above): \$\_\_\_\_\_ and \_\_\_\_\_%. This amount is included in the amount shown under A.1.b, above, as a subset.

f. Women-owned Small Business Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): \$\_\_\_\_\_ and \_\_\_\_\_%. This amount is included in the amount shown under A.1.b, above, as a subset.

B. A description of all the types of products and/or services that will be acquired under this contract is necessary to determine how the subcontracted dollars are to be spent.

1. The following principal products and/or services will be subcontracted under this contract, and the types of businesses supplying them are as follows:

Subcontracted Product/Service	Planned Subcontractor	Business Size (Other, SB, SDB, 8(a) HSB, WOSB)	Subcontract % or Dollar Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attachment may be used if additional space is required.)

2. Include a description of the method used to develop the subcontracting goals for SB, SDB, 8(a), HSB, and WOSB concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted were determined; and how the capabilities were determined. Include any source lists used in the determination process.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Indirect cost have \_\_\_\_ have not \_\_\_\_ been included in the dollar and percentage subcontracting goals stated above. (Check one)
4. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, 8(a), HSB and WOSB concerns.

## II. PROGRAM ADMINISTRATOR

The subcontracting plan is to be administered by the Contractor to assure that the provisions of applicable Law and the plan are implemented and performed. Any change in the name of the administrator will be communicated without delay to the Contracting Officer by letter and will not require a contract modification.

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the Contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Duties: Has general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. The actual duties of how the administrator will carry out the requirements of this individual plan should be stated here.

These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders lists of SB, SDB, 8(a), HSB and WOSB concerns from as many sources as possible.
- Ensuring that procurement packages are structured to permit participation of SB, SDB, 8(a), HSB and WOSB concerns to the maximum extent possible.
- Ensuring inclusion of SB, SDB, 8(a), HSB and WOSB concerns whose capabilities coincide with solicitations requiring their products or services
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, SDB, 8(a), HSB or WOSB concerns.
- Ensuring that proper documentation provided by bid proposal board if selection not made to SB, SDB, 8(a) HSB or WOSB concern that provided low bid.
- Ensure establishment and maintenance of records of solicitations and subcontract award activity.
- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Monitoring achievement of proposed goals.
- Preparing and submitting semi-annual and annual subcontract reports.
- Coordinating Contractor's activities prior to and during conduct of Federal agency compliance reviews.
- Other duties include:

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## II. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

Describe efforts the Offeror will make to ensure that SB, SDB, 8(a), HSB and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs.
4. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net);
5. Utilizing newspapers and magazines ads to encourage new sources.
6. Other participation in efforts or activities to expand the socioeconomic data base for this contract.
7. Utilizing book references, catalogs, source lists, or other reference material to identify SB/SDB/WOSB/WOSB sources before the acquisitions are placed by the buying activities.
8. Additional Efforts \_\_\_\_\_

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs on requirements of this plan.
2. Establishing, maintaining, and using SB, SDB, 8(a), HSB and WOSB source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.
4. Additional Efforts \_\_\_\_\_

IV. SUBCONTRACTING PLAN FLOWDOWN

The Contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9 "Small Business Subcontracting Plan" (FAR 19.704). The prime Contractor cannot alter this requirement.

**V. REPORTS AND SURVEYS**

The Contractor gives assurance of:

- A. Cooperation in any studies or surveys that may be required by the contracting agency, or the SBA.
- B. Submission of periodic reports which show compliance with the subcontracting plan.
- C. Submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms.
- C. Ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 – Mar 31	SF 294	April 30
Apr 1 – Sept 30	SF 294	Oct 30
Oct 1 – Sep 30	SF 295	Oct 30

Addresses for submitting SF 294 and SF 295: SF 294 to be submitted to the cognizant Contracting Officer or as otherwise specified in the contract; and SF 295 to be submitted to the Department of Energy, Yucca Mountain Site Characterization Office, Contracts Team, P.O. Box 30307, North Las Vegas, NV 89036-0307, or as otherwise specified in the contract and to the cognizant SBA Procurement Center Representative.

**VI. RECORDS AND PROCEDURES**

The following is a recitation of the types of records and procedures the Contractor will maintain to demonstrate compliance with the requirements and goals in the subcontracting plan. These records will include, but are not limited to the following:

- A. If the prime Contractor is not using PRO-Net as its source for SB, SDB, 8(a), HSB and WOSB concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate SB, SDB, 8(a), HSB and WOSB sources;



- C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating whether SB, SDB, 8(a), HSB and WOSB concerns were solicited, and if not, why not; and if applicable, the reason that the award was not made to a small business concern;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor. (This item is not required on a contract-by-contract basis for company or division-wide commercial plans.)
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor. (This item is not required on a contract-by-contract basis for company or division-wide commercial plans.)
- G. Additional Records:

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This subcontracting plan was submitted by:

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone No.: \_\_\_\_\_

PLAN ACCEPTED BY: \_\_\_\_\_

Contracting Officer

Date: \_\_\_\_\_

PLAN CONCURRED ON BY: \_\_\_\_\_  
Small Business Specialist

Date: \_\_\_\_\_

**SECTION L ATTACHMENT D – KEY PERSONNEL FORMAT**

Name:

Current or Previous U.S. Security Clearances:

Country of Citizenship:

Proposed Position with Offeror:

Duties and Responsibilities in Proposed Position:

Experience:

(Identify employers, position titles, dates of employment, specific duties and responsibilities. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership qualities.)

Education:

(Identify institution, degree earned, dates)

Professional Development and Achievements:

(Identify professional memberships, special training, professional registrations, etc.)

References:

(Name, title, company/organization, address, phone number, fax number, e-mail addr.)

Commitment Statement (the following statement should be included on each resume):

If [name of Offeror] is awarded the contract, I agree to accept full-time employment in the above stated position.

**SIGNATURE OF INDIVIDUAL and Date.**

SECTION L-ATTACHMENT E  
PAST PERFORMANCE PACKAGE – OFFEROR PAST PERFORMANCE REFERENCE  
INFORMATION WORKSHEET AND QUESTIONNAIRE

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference	4. Date of contract
5. Date work commenced	6. Date work was completed
7. Initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date
9a. Technical POC (name, title, address, telephone no. and email address)	9b. Contracting POC (name, title, address, telephone no. and email address)
9c. Environmental Regulator POC (name, title, addr., tele. no. & email address)	10. Location of work (country, state or province, county, city)
11. Description of contract work. Describe nature and scope. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)	

Instructions for Completing the Reference Information Sheet

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
  
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
  
- Item 3. Insert any contract number or other contract reference used by the customer.

- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone no., and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone no., and e-mail address (if available) of the Contracting Officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone no., and e-mail address (if available) of (a) lead environmental regulator(s) for RCRA or a State regulatory office director under whose authority RCRA and other environmental regulations would be enforced.
- Item 10. Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.
- Item 11. Describe the nature and scope of the work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.

**SECTION L- ATTACHMENT F**

**KEY PERSONNEL COST**



SECTION L – ATTACHMENT G  
PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC08-00NV12101 for the management and operation of the Office of Civilian Radioactive Waste Program (the “Contract”) dated \_\_\_\_\_, by and between the Government and \_\_\_\_\_ (Contractor), the undersigned, \_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will,



upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

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NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL  
EXECUTING PERFORMANCE  
GUARANTEE AGREEMENT ON  
BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION  
OF SEAL BY AN OFFICIAL OF  
GUARANTOR AUTHORIZED TO AFFIX  
CORPORATE SEAL